

# Terrorism Insurance Certificate

Cover effected through Beech Underwriting Agencies Ltd ("Agent").



**This is to certify** that in accordance with the authorisation granted under the Contract (the number that is specified in the Schedule) to the undersigned by Convex Insurance UK Limited ("Underwriters"). The said Underwriters are hereby bound, their Executors and Administrators, to insure in accordance with the terms and conditions herein or endorsed hereon.

False or Fraudulent Claims; we would draw your attention to Condition 16 which sets out your rights and responsibilities with respect to fraud.

**In Witness** whereof this Certificate has been signed at the place stated and on the date specified in the Schedule by

A handwritten signature in blue ink, appearing to read 'Tobias Daley', is written over a horizontal line.

Tobias Daley  
Underwriting Director – Property

**The Schedule which specifies the operative sections is your evidence of insurance and may be required in the event of a claim. Please read the Schedule and the Certificate and return it immediately if it is not in accordance with your requirements. If you decide within fourteen (14) days of receipt that you do not wish to accept the Certificate, return it and provided no claims have been made, we will refund the premium. The Certificate is designed for easy amendment, therefore should you request any change in cover, an updated Schedule will be issued.**

## **HOW TO MAKE A CLAIM.**

Please Contact:

Beech Underwriting Agencies Ltd  
Beech Underwriting Agencies Ltd, Lygon House, 50 London Road, Bromley, BR1 3RA  
Tel: - 01622 755218 Email: - [info@beechunderwriting.co.uk](mailto:info@beechunderwriting.co.uk)

## **HOW TO MAKE A COMPLAINT**

Please see complaints procedure on your Schedule.

“You” or “Your” shall refer to the Insured identified in the Schedule

“Underwriters” also referred to as “We”, “Us” (and “Our”) shall refer to Convex Insurance UK Limited

### **Regulatory Information**

**Convex Insurance UK Limited** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 840616).

Registered Office 52 Lime Street, London, EC3M 7AF.

Registered in England Number 11796392.

**You** can find this information on the Financial Conduct Authority's ("FCA's") website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms the FCA regulate or by calling the FCA on 0800 111 6768 (Call 0800 111 6768 (freephone) or 0300 500 8082 from the UK), or +44 207 066 1000 from abroad. The FCA are open from Monday to Friday, 8am to 6pm and Saturday 9am to 1pm.

### **Insurance Guarantee Scheme**

Convex Insurance UK Limited is covered by the Financial Services Compensation Scheme ("FSCS"). **You** may be entitled to compensation from the Scheme if **Convex Insurance UK Limited** is unable to meet its obligations under this **Certificate**. If the **Insured** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

### **Accessibility**

Upon request, Convex Insurance UK Limited can provide Braille, audio or large print versions of this **Certificate** and the associated documentation including the Key Facts document. If **You** require an alternative format **You** should contact **your** broker through whom this **Certificate** was arranged.

### **Fair Processing Notice**

This Privacy Notice describes how Convex Insurance UK Limited collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "**You**") when **We** are providing our insurance and reinsurance services.

### **How We Will Use Your Data**

The information provided to Convex Insurance UK Limited, together with medical and any other information obtained from **You** or from other parties about **You** in connection with this **Certificate**, will be used by Convex Insurance UK Limited for the purposes of determining **Your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required, by law, to collect certain personal information about **You**, or because of any contractual relationship **We** have with **You**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by Convex Insurance UK Limited for these purposes with other group companies and third parties, insurance intermediaries and service providers. Such parties may become **Data Controllers** in respect of **Your** personal information. Because **We** operate as part of a global business, **We** may transfer **Your** personal information outside the European Economic Area for these purposes.

### **Your Rights Regarding Your Personal Information**

**You** have certain rights regarding **Your** personal information, under local law. These include the rights to request access, rectification, erasure, restriction, objection, and receipt of **Your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **You** have questions or concerns regarding the way in which **Your** personal information has been used, please contact the Data Protection Officer, Lorraine Mullins, by email or letter at:

Lorraine@convexin.com  
Convex Insurance UK Limited  
52 Lime Street  
London EC3M 7AF. United Kingdom

We are committed to working with you to obtain a fair resolution of any concern about privacy. If, however, you believe that we have not been able to assist with your concern, you have the right to make a complaint to the UK Information Commissioner's Office ("ICO").

For more information about how we process your personal information, please see our full privacy notice at: <https://convexin.com/privacy-policy/> or for a written copy please contact us at:

Convex Insurance UK Limited  
52 Lime Street  
London EC3M 7AF  
United Kingdom

**Sanctions Suspension Clause**

**You** agree that any cover, the payment of any claim and any benefit provided under **your Policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **Us** to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**The suspension will continue until We are no longer exposed to any sanction, prohibition or restriction**

## **INSURING CLAUSE**

Subject to the exclusions, limits and conditions hereinafter contained, this Insurance insures property of the Insured and /or subsidiary and/or associated divisions as stated in the Schedule attaching and forming part of this Certificate (hereinafter referred to as the "Schedule") against physical loss or physical damage, occurring during the Period of Insurance (the "Period of Insurance") caused by an Act of Terrorism or Sabotage or a Verified Threat or Hoax as herein defined.

For the purpose of this Insurance, an Act of Terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

For the purpose of this Insurance, an Act of Sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

For the purpose of this Insurance, Verified Threat means a threat of an intention to cause physical damage, loss of life or bodily injury by an Act of Terrorism or Sabotage and which poses an immediate and real risk of occurring within the Vicinity of the premises.

Verified means either, (a) a threat that has been passed to you by the police or an Officer of Her Majesty's Government; or (b) you have informed the police immediately after you become aware of a device you suspect could be harmful at or within the Vicinity of your premises.

For the purpose of this insurance, a Hoax means a threat of an intention to cause physical damage, loss of life or bodily injury by an Act of Terrorism or Sabotage, and which poses an immediate and real risk of occurring within the Vicinity of the Property Insured, but that Act of Terrorism or Sabotage does not materialise.

Vicinity means within one (1) mile of your premises, being the addresses stated in the Schedule.

## **PROPERTY EXCLUDED - This Certificate does not cover physical loss or physical damage to:**

1. Land or land values.
2. Power transmission, feeder lines or pipelines not on the Insured's premises.
3. Aircraft or any other aerial device, or watercraft.
4. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared hereon and solely whilst located at the Property Insured at the time of its damage.
5. Animals, plants and living things of all types.
6. Property in transit not on the Insured's premises.

## **CONDITIONS**

**1. JOINT INSURED** - The Underwriters' total liability for any loss or losses sustained by any one or more of the Insureds under this Certificate will not exceed the Total Sum Insured shown in the Schedule. The Underwriters shall have no liability in excess of the Total Sum Insured whether such amounts consist of insured losses sustained by all of the Insureds or any one or more of the Insureds.

**2. OTHER INSURANCE** - This Certificate shall be excess of any other insurance available to the Insured covering a loss covered hereunder except such other insurance which is written specifically as excess insurance over this Certificate. When this Certificate is written specifically in excess of other insurance covering the peril insured hereunder, this Certificate shall not apply until such time as the amount of the underlying insurance, (whether collectible or not), has been exhausted by loss and damage covered by this Certificate in excess of the deductible with respect to each and every covered loss.

**3. PROPERTY INSURED** - This Certificate insures property located at the addresses stated in the Schedule, defined as Property Insured.

**4. SUM INSURED** - The Underwriters hereon shall not be liable for more than the sum insured stated in the Schedule as Total Sum Insured in respect of each Occurrence and in the aggregate.

**5. DEDUCTIBLE** - Each Occurrence shall be adjusted separately and from each such amount the sum stated in the Schedule shall be deducted.

**6. OCCURRENCE** - The term "Occurrence" means any one loss and/or series of losses arising out of and directly occasioned by one Act or of Terrorism or Sabotage, Verified Threat or Hoax for the same purpose or cause. The duration and extent of any one "Occurrence" shall be limited to all losses sustained by the Insured at the Property Insured during any period of 72 consecutive hours arising out of the same purpose or cause. However no such period of 72 consecutive hours may extend beyond the expiration of this Certificate unless the Insured shall first sustain direct physical damage by an Act of Terrorism or Sabotage, Verified Threat or Hoax prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Certificate.

**7. DEBRIS REMOVAL** - This Certificate also covers, within the Sum Insured, expenses incurred in the removal from the Insured's location of debris of property stated in the Schedule damaged by an Act of Terrorism or an Act of Sabotage. The cost of removal of debris shall not be considered in determination of the valuation of the Property Insured.

**8. DUE DILIGENCE** - The Insured (or any of the Insured's agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the Property Insured, to avoid or diminish any loss herein insured and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

This condition is very important. If the Insured (or any of the Insured's agents, sub or co-contractors) breaches this condition and the Insured is not able to show that the failure to comply could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred, the Underwriters may reject the Insured's claim or reduce amounts payable on the Insured's claim.

**9. PROTECTION MAINTENANCE** - It is agreed that any protection provided for the safety of the Property Insured shall be maintained in good order throughout the currency of this Certificate and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Underwriters without their consent.

This condition is very important. If the Insured breaches this condition and the Insured is not able to show that the failure to comply could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred, the Underwriters may reject the Insured's claim or reduce amounts payable on the Insured's claim.

**10. VALUATION** - It is understood that, in the event of damage, settlement shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) Property Insured on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

- a) The repairs, replacement or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch;
- b) Until replacement has been effected the amount of liability under this Certificate in respect of loss shall be limited to the actual cash value at the time of loss;
- c) If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this Certificate.

The Underwriters' liability for loss under this Certificate shall not exceed the smallest of the following amounts:

- a) The Certificate limit (as set out in the Schedule) applicable to the destroyed or damaged Property Insured;
- b) The replacement cost of the Property Insured or any part thereof which was intended for the same occupancy and use, as calculated at the time of the loss;
- c) The amount actually and necessarily expended in replacing said Property Insured or any part thereof. The Underwriters will normally expect the Insured to carry out repair or replacement of the Property Insured, but if the Insured and the Underwriters agree that it is not practicable or reasonable to do this, the Underwriters will pay the Insured an amount based on the repair or replacement costs, less an allowance for fees and associated costs which are not otherwise incurred. The Underwriters will only pay the Insured up to the Sum Insured shown in the Schedule.

**11. INCORRECT DECLARATION PENALTY** - If the values declared as stated in the Schedule are less than the correct insured values as determined above, then any recovery otherwise due hereunder shall be reduced in the same proportion that the values declared bear to the values that should have been declared, and the Insured shall co-insure for the balance.

**12. NOTIFICATION OF CLAIMS** - The Insured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give written advice as soon as reasonably practicable to the Underwriters, and/or the Agent, by giving written notice to Beech Underwriting Agencies Ltd at the address shown on the first page of this Certificate named for that purpose in the Schedule, who is to advise the Underwriters within seven (7) days of such knowledge of any occurrence and it is a condition precedent to the liability of Underwriters that such notification is given by the Insured as provided for by this Certificate. If the Insured makes a claim under this Insurance they must give the Underwriters such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. If required by the Underwriters, the Insured must submit to examination under oath by any person designated by the Underwriters.

**13. PROOF OF LOSS** - The Insured shall render a signed and sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period be extended by the written agreement of Underwriters) stating the time, place and cause of loss, the interest of the Insured and all others in the Property Insured, the sound value thereof and the amount of loss or damage thereto.

If the Underwriters have not received such proof of loss within two (2) years of the expiry date of this Certificate, they shall be discharged from all liability hereunder.

In any claim and/or action, suit or proceeding to enforce a claim for loss under this Certificate, the burden of proving that the loss is recoverable under this Certificate and that no limitation or exclusion of this Certificate applies and the quantum of loss shall fall upon the Insured.

**14. SUBROGATION** - Any release from liability entered into in writing by the Insured prior to loss hereunder shall not affect this Certificate or the right of the Insured to recover hereunder. The right of subrogation against any of the Insured's subsidiary or affiliated companies or any other companies associated with the Insured [as declared in the Schedule] through ownership or management is waived;

In the event of any payment under this Certificate, the Underwriters shall be subrogated to the extent of such payment to all the Insured's right of recovery therefore. The Insured shall execute all papers required and meet applicable court deadlines, shall cooperate with Underwriters and, upon the Underwriters' request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits/claims/actions and shall do anything that may be necessary to secure such right. The Underwriters will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

- a) any interest, (including the Insured's), exclusive of any deductible or self-insured retention, suffering a loss of the type covered by this Certificate and in excess of the coverage under this Certificate shall be reimbursed up to the amount of such loss (excluding the amount of the deductible);
- b) out of the balance remaining, the Underwriters shall be reimbursed to the extent of payment under this Certificate;
- c) the remaining balance, if any, shall inure to the benefit of the Insured, or any insurer providing insurance primary to this Certificate, with respect to the amount of such primary insurance, deductible, self-insured retention, and/or loss of a type not covered by this Certificate.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of Underwriters, the expense thereof shall be borne by the Underwriters.

**15. SALVAGE AND RECOVERIES** - All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Certificate shall be applied to any claim as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

#### **16. INSURANCE ACT 2015 - FRAUDULENT CLAIMS CLAUSE**

- 1) If the Insured and/or Joint Insured makes a fraudulent claim under this insurance contract, Underwriters are:
  - a) not liable to pay the claim; and
  - b) may recover from the Insured any sums paid by Underwriters to the Insured in respect of the Claim; and
  - c) may by notice to the Insured treat the insurance contract as having been terminated with effect from the time of the fraudulent act.
- 2) If Underwriters exercises its right under clause 16(1)(c) above:
  - a) Underwriters shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
  - b) Underwriters need not return any of the premiums paid.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

**17. INFORMATION YOU HAVE GIVEN US-** the Insured and/or Joint Insured (as stated in the Schedule) have a duty to take care when answering questions Underwriters ask by ensuring that any information provided is accurate and complete.

If Underwriters establish that the Insured and/or Joint Insured have deliberately or recklessly failed to answer questions as described above, Underwriters will have the right to:

- a) treat this Certificate as if it never existed;
- b) decline all claims; and
- c) retain the premium; or

If Underwriters establish that the Insured and/or Joint Insured have failed to answer questions as described above in a manner that is not deliberate or reckless (for instance, by being negligent), Underwriters will have the right to:

- (i) treat this Certificate as if it never existed, decline to pay any claim and return the paid premium to the Insured, if Underwriters would not have provided the Insured and/or Joint Insured with cover;
- (ii) treat this Certificate as if it had been entered into on different terms from those agreed, if Underwriters would have provided the Insured and/or Joint Insured with cover on different terms;
- (iii) reduce the amount Underwriters pay on any claim in the proportion that the premium the Insured and/or Joint Insured have paid bears to the premium Underwriters would have charged the Insured and/or Joint Insured, if Underwriters would have charged the Insured more.

Underwriters will notify the Insured and/or Joint Insured in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (a) and/or (b) apply, Underwriters will have the right to:

1. give the Insured and/or Joint Insured thirty (30) days' notice that Underwriters are terminating this Certificate; or
2. give the Insured and/or Joint Insured notice that Underwriters will treat this Certificate and any future claim in accordance with (ii) and/or (iii)
3. in which case the Insured and/or Joint Insured may then give Underwriters thirty (30) days' notice that the Insured and/or Joint Insured are terminating this Certificate.

If this Certificate is terminated in accordance with (1) or (2), Underwriters will refund any premium due to the Insured and/or Joint Insured in respect of the balance of the Period of Insurance.

**18. ABANDONMENT** - There shall be no abandonment to the Underwriters of any Property Insured.

**19. INSPECTION AND AUDIT** - The Underwriters or their agents shall be permitted but not obligated to inspect the Property Insured.

Neither the Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe.

The Underwriters may examine and audit the Insured's books and records at any time up to two years after the final termination of this Certificate, as far as they relate to the subject matter of this Insurance.

**20. ASSIGNMENT** - Assignment or transfer of this Certificate shall not be valid except with the prior written consent of the Underwriters.

**21. RIGHTS OF THIRD PARTIES EXCLUSION** - This Certificate is effected solely between the Insured and the Underwriters. This Certificate shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this Certificate. This clause shall not affect the rights of the Insured.

**22. CANCELLATION** - This Certificate may be cancelled by the Insured by giving written notice to Beech Underwriting Agencies Ltd at the address shown on the first page of this Certificate.

In the event of non-payment of premium by the 30<sup>th</sup> day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) this Certificate may be cancelled by or on behalf of the Underwriters by delivery to the Insured or by mailing to the Insured or the Agent by registered, certified, or other first class mail, at the Insured's address as shown in this Certificate, written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this Certificate shall terminate at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**23. SEVERAL LIABILITY** - The Underwriters' obligations under this Certificate are several and not joint and are limited solely to their individual subscriptions. The Underwriters are not responsible for the subscription of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

**24. LEGAL ACTION AGAINST UNDERWRITERS** - No one may bring a legal action against Underwriters unless:

There has been full compliance by the Insured with all of the terms of this Certificate; and the action is brought within two (2) years after the expiry or cancellation of this Certificate.

**25. MATERIAL CHANGES** - The Insured shall notify the Underwriters of any change of circumstances which would materially affect this Insurance. When we are notified of such a change we may amend the terms of this Certificate or require you to pay more for your insurance. If you do not inform us about a change it may affect a claim you make or could result in your insurance being invalid.

**26. EXPERTS FEES** - This Certificate includes, within the Sum Insured as specified in the Schedule, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the Property Insured following damage insured under this Certificate.

**27. LAW AND JURISDICTION** - The construction, validity and performance of this Certificate shall be governed by the Law of England. Each party agrees to submit to the exclusive jurisdiction of any competent court within England and Wales.

**LOSSES EXCLUDED - This Certificate does not insure against:-**

- 1 Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
- 2 Loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.
- 3 Loss by seizure or legal or illegal occupation unless physical loss or damage is caused directly by an Act of Terrorism or an Act of Sabotage.
- 4 Loss or damage caused by confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
- 5 Loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
- 6 Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.
- 7 Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind.
- 8 Any fine or penalty or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person.
- 9 Loss, damage, liability or expense directly or indirectly caused by, contributed to by or arising from:
  - a. The failure, error or malfunction of any computer, computer system, computer software programme, code or process or any other electronic system; or
  - b. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

This exclusion shall not operate to exclude losses (which would otherwise be covered under this Certificate) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

- 10 Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion.
- 11 Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder.
- 12 Loss or damage caused by measures taken to prevent, suppress or control actual or potential terrorism or sabotage unless agreed by Underwriters in writing prior to such measures being taken.
- 13 Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality.
- 14 Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service.
- 15 Loss or damage caused by or arising out of burglary, house - breaking, looting, theft or larceny.
- 16 Loss or damage caused by mysterious disappearance or unexplained loss.
- 17 Loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

## **EXTENSIONS**

These Extensions apply only if they have been identified in the Schedule as applying to the Insured and any sub-limits mentioned form part of and are not in addition to the Total Sum Insured.

These Extensions are subject to the conditions, exclusions and limitations of this Contract and also to the additional conditions, exclusions and limitations listed below in each Extension and those applicable to all Extensions.

### **EXTENSION 1 - BUSINESS INTERRUPTION:**

This Certificate is extended to cover loss resulting from necessary interruption of business to the Property Insured caused by direct physical loss or damage, as covered by this Certificate to which this Extension is attached to the Property Insured or  
a Verified Threat or Hoax

In the event of the above the Underwriters shall be liable for the actual loss sustained by the Insured resulting directly from such necessary interruption of business, but not exceeding the reduction in Gross Earnings, less charges and expenses which are not necessary during the interruption of the Insured's business, for a period of:-

in the event of such direct physical loss or damage described above, not to exceed the lesser of:

- a) such length of time as would be required, with the exercise of due diligence and dispatch, to repair, rebuild or replace such part of the Property Insured as has been destroyed or damaged; or
- b) the calendar months stated in the Schedule;  
in respect of a Verified Threat or Hoax
- c) seven (7) days after the applicable excess period

commencing with the date of such direct physical loss or damage, except for a Verified Threat or Hoax which will have an excess period of twenty four (24) hours, and not limited by the expiration of this Certificate.

Due consideration shall be given to the continuation of Normal charges and expenses, including payroll expenses, to the extent necessary to resume operations of the Insured with the same operational capability as existed immediately before the loss.

### **EXTENSION 2- LOSS OF RENTAL INCOME EXTENSION & / or ALTERNATIVE ACCOMMODATION:**

This Certificate is extended to cover loss resulting from necessary untenantability of the Property Insured caused by direct physical loss or damage as covered by this Certificate to which this Extension is attached to the Property Insured.

In the event of the above the Underwriters shall be liable for the actual loss sustained by the Insured resulting directly from such necessary untenantability, but not exceeding the reduction in Rental Income, less charges and expenses which are not necessary during the period of untenantability for a period of not to exceed the lesser of:

- a) such length of time as would be required, with the exercise of due diligence and dispatch, to repair, rebuild or replace such part of the Property Insured as has been destroyed or damaged; or
- b) the calendar months stated in the Schedule;

commencing with the date of such direct physical loss or damage and not limited by the expiration of this Certificate.

In the event of the above the Underwriters shall also be liable for the

- a) additional cost of alternative accommodation, substantially the same as the Insured's existing accommodation which the Insured has to pay for while the buildings cannot be lived in up to the sub-limit shown on the Schedule;
- b) cost of alternative accommodation for domestic pets, limited to cats and dogs only, up to the sub-limit as shown on the Schedule;

If no sub-limits are shown on the Schedule, subject to a maximum of 10% of declared scheduled location value any one occurrence and in the aggregate.

### **EXTENSION 3- ADDITIONAL INCREASED COST OF WORKING:**

This Certificate is extended to cover the Insured's Additional Increased Cost of Working

#### **DEFINITIONS APPLICABLE TO THIS EXTENSION**

Additional Increased Cost of Working means

The additional expenditure beyond that recoverable under the Business Interruption Extension necessarily and reasonably incurred to continue the operation of the Insured's business as nearly as reasonably practicable during the Indemnity Period over and above the cost that would normally have been incurred to conduct the business during the same period had no loss or damage occurred, subject to the limit shown on the Schedule.

Indemnity Period means

The period beginning with the date of an act or series of Act(s) of Terrorism and/or Sabotage and/or Verified Threat and/or Hoax and ending not later than i) the end of the period specified in the Schedule for Act(s) of Terrorism and/or Sabotage and ii) 7 days for Verified Threat and/or Hoax during which the results of the business shall be affected in consequence of the act or series of Act(s) of Terrorism and/or Sabotage and/or Verified Threat and/or Hoax.

Subject to a maximum of 10% of declared scheduled location business interruption value for any one occurrence and in the aggregate, 24 hour any one occurrence deductible to apply.



#### EXTENSION 4- SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION CLEAN UP (WRITE-BACK):

Notwithstanding any provision to the contrary within this Certificate, if:

- a) The Property Insured suffers physical loss or damage caused by an Act of Terrorism and/or Sabotage; and
- b) such property contains chemical and/or biological and/or radiological and/or mineral agents which are stored or used in any processes conducted on the Property Insured; and
- c) the Act of Terrorism and/or Sabotage the sole, immediate and direct cause of seepage onto, and/or pollution and/or contamination of the Property Insured,

this insurance will provide cover for the resulting damage to the Property Insured and the reasonable and necessary expense incurred by the Insured for clean-up within the perimeter of the Property Insured, up to any sub-limit shown on the Schedule.

Provided that:

- a) On the date of loss there is no nuclear reactor or any new or used nuclear fuel on the Property Insured; and
- b) Within one (1) year of the commencement of the Act(s) of Terrorism and/or Sabotage which caused the original damage, the Insured became aware of, and advised Underwriters of, the amount of:
  - (i) The resulting damage and the reasonable and necessary expense incurred for the clean-up operations; and
  - (ii) Any other interest to be claimed under this Extension as a result of the resulting damage.

Notwithstanding the foregoing, the cost of resulting damage and the reasonable and necessary expense incurred by the Insured for clean-up operations shall not be considered in determining the value of the Property Insured.

If no sub-limit is shown on the Schedule, subject to a maximum of 10% of declared scheduled location value any one occurrence and in the aggregate.

#### EXTENSION 5- UTILITIES:

This Certificate is extended to cover actual loss sustained by the Insured and resulting from interruption or interference with the Insured's business from at the Property Insured after the expiry of twenty (24) hours following an Act of Terrorism and/or Sabotage occurring during the Indemnity Period and caused by damage by an Act of Terrorism and/or Sabotage to facilities, installations and/or equipment, pipes, lines, wires and the like supplying the Property Insured with gas, electricity, metered water, effluent, telecommunications or internet provision services up to the sub-limit shown on the Schedule.

If no sub-limit is shown in the Schedule, subject to a maximum of 10% of declared scheduled location business interruption value any one Occurrence and in the aggregate.

#### EXTENSION 6- BRAND REHABILITATION:

This Certificate is extended to cover such reasonably and necessarily incurred costs for advertising and/or the use of a public relations firm, solely for the purpose of avoiding or diminishing a reduction in income or resuming or maintaining normal business following physical loss or damage to Property Insured by an Act of Terrorism and/or Sabotage,

Provided that:

- a) The appointment of any public relations firm is subject to Underwriters' prior consent; and
- b) The Act of Terrorism and/or Sabotage thereof, giving rise to a claim under this insurance results in an insured loss exceeding 10% of the total Business Interruption Sum Insured as stated in the Schedule; and
- c) The payment of such costs by Underwriters is not provided for elsewhere in this Certificate.

Subject to a maximum of 10% of declared scheduled location value any one occurrence and in the aggregate.

#### EXTENSION 7- LOSS OF ATTRACTION:

This Certificate is extended to cover actual loss sustained by the Insured and resulting from interruption of or interference with the Insured's business after the expiry of 24 hours following an Act of Terrorism and/or Sabotage and/or Verified Threat and/or Hoax thereof, to property located within two hundred (200) meters of the Property Insured, occurring during the Period of Insurance and subject to the sub-limit shown on the Schedule.

If no sub-limit is shown in the Schedule, Subject to a maximum of 10% of declared scheduled location business interruption value any one occurrence and in the aggregate

#### EXTENSION 8- DENIAL OF ACCESS:

This Certificate is extended to cover actual loss sustained by the Insured and resulting from interruption of or interference with the Insured's business attributable to the prevention or hindrance of use of or access to the Property Insured, imposed by any civil or military or statutory authority or by order of the government, occurring during the Period of Insurance but after the expiry of 24 hours following an Act of Terrorism and/or Sabotage and/or Verified Threat and/or Hoax occurring within a one (1) mile radius of the Property Insured.

If no sub-limit is shown in the Schedule, subject to a maximum of 10% of declared scheduled location business interruption value any one Occurrence and in the aggregate

#### EXTENSION 9 – EXPENSES TO REDUCE LOSS:

This Certificate is extended to cover such expenses as are necessarily incurred for the purpose of reducing loss under Extensions 1 & 2 (except expenses incurred to extinguish a fire) and, in respect of manufacturing risks, such expense, in excess of Normal, as would necessarily be incurred in replacing any Finished Stock used by the Insured to reduce loss under this Extension, but in no event to exceed the amount by which loss under these Extensions is thereby reduced. Such expenses shall not be subject to the application of any contribution clause.

#### **LIMIT OF LIABILITY FOR EXTENSIONS 1-9**

**Our liability for losses due to (i) a Verified Threat and/or Hoax (but not physical damage due to an Act of Terrorism and/or Sabotage) under Extensions 1 and 2 and/or (ii) any losses incurred under Extensions 3-9 combined shall never exceed GBP5,000,000 any one Occurrence and in the aggregate during any one Period of Insurance. 24 hour each and every occurrence deductible to apply to all business interruption sub-limits.**

#### EXTENSION 10 – CONTRACT WORKS:

This Certificate is extended to cover the permanent and/or temporary works forming part of any insured contract at the Property Insured including materials incorporated or to be incorporated therein. This shall include all Property Insured or for property for which the Insured is responsible as principal or employer but not building or machinery of a prototype or experimental nature and only in respect of extensions or additions to existing buildings, structures or facilities at an already established location.

Subject to a maximum of 10% of declared scheduled location value any one occurrence and in the aggregate or GBP500,000, whichever is the lesser.

#### EXTENSION 11: GOODS IN TRANSIT:

This Certificate is extended to insure Personal Property as hereinafter described, whilst in transit within the United Kingdom only against direct physical loss or damage (including general average and salvage charges on shipments covered whilst waterborne) caused by an Act of Terrorism or Sabotage occurring during the Period of Insurance.

For the purposes of this Extension 11, "Personal Property" means:

- (1) Personal property of the Insured which has been declared to and agreed by the Underwriters.
- (2) Personal property of others which is in the Insured's care, custody, and control for use by the Insured or for the purpose of sale or processing by the Insured, and for which the Insured is legally liable.

#### **EXCLUSIONS**

This Extension does not insure:

- (1) property of others which is in the Insured's possession for the principal purpose of transportation or storage;
- (2) property in course of marine transit;
  - (a) on inland waterways, and/or
  - (b) on regular ferry or other public vessels on coastal waterways;
- (3) property in course of air transit;
- (4) sendings by mail after delivery into the custody of a professional packer or carrier;
- (5) samples while in the care, custody or control of any salesman.
- (6) any consequential business interruption.

Subject to a maximum of 10% of declared scheduled location contents value any one occurrence and in the aggregate or GBP100,000, whichever the lesser.

#### EXTENSION 12: CUSTOMER GOODS ON PREMISES:

This Certificate is extended to cover physical loss or damage by an Act of Terrorism or Sabotage to customer goods whilst on the Insured's premises

- i) where the Insured has contracted with their customers that they will accept responsibility for loss of or destruction of or damage to goods being the property of such customers; or
- ii) for which the said customers may be legally responsible whether manufactured by the Insured or not, upon which work is to be, is being or has been done on behalf of customers by the Insured or
- iii) which may be left in the Insured's hands for storage or despatch or otherwise temporarily in the Insured's custody,

unless they are more specifically insured elsewhere.

Subject to a maximum of 10% of declared schedule location contents value any one Occurrence and in the aggregate or GBP100,000 any one Occurrence and in the aggregate whichever is the lesser.

**EXTENSION 13: DAMAGE TO PROPERTY OF THE INSURED STORED AT A THIRD-PARTY LOCATION:**

This Certificate is extended to cover physical loss or damage caused by an Act of Terrorism or Sabotage occurring during the Period of Insurance to Property Insured whilst stored at third party locations in the United Kingdom which have not been individually declared.

Other than sites in the following UK postcodes: E1, EC1, EC2, EC3, EC4, E14, SE1, SW1, W1, WC1, WC2, M1

Subject to a maximum of GBP100,000 any one Occurrence and in the aggregate.

**EXTENSION 14: TERRORISM CYBER :**

**CYBER EXCLUSION AND LIMITED WRITE BACK ENDORSEMENT – PROPERTY DAMAGE ONLY**

Notwithstanding anything to the contrary within this Certificate (including exclusion 9) or any endorsement thereto, this contract does not insure against loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

Subject to all the terms and conditions of this Contract, except as specifically varied or provided by the terms of this endorsement, this exclusion shall not operate to exclude physical loss or physical damage to property insured under this contract arising from the use of any computer, computer system, software or programme or any other electronic system to perpetrate an Act of Terrorism, or Sabotage (as defined in and where insured by the Contract to which this endorsement is attached) including the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

The Underwriters shall not be liable under this endorsement for more than the lesser of 10% of declared scheduled location value or GBP250,000[ in respect of each occurrence and in total (the aggregate limit) for the Period of Insurance ("the Limited Cyber Sublimit"). The Limited Cyber Sublimit applies as part of, and not in addition to, the overall policy limit of liability for an occurrence covered under this contract. If the Limited Cyber Sublimit applies in conjunction with any other sublimit of liability within this contract, the lesser sublimit of liability shall apply and shall be the maximum amount potentially recoverable. In addition, it is understood and agreed that the Limited Cyber Sublimit is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense or other insured interest arising from or relating to coverage under this endorsement, regardless of which layer(s) the Underwriters provide coverage. This endorsement is void and of no force or effect unless an amount is specified in this paragraph.

Nothing in the foregoing shall be interpreted to extend this contract to include cover for:

- a) loss, damage, destruction, distortion, erasure, corruption or alteration of any software, programmes or any other data from any cause whatsoever or loss of use or reduction in functionality resulting therefrom;
- b) indirect or remote loss or damage, interruption of business, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
- c) loss or damage caused by measures to prevent, suppress or control actual or potential terrorism or sabotage unless agreed by Underwriters in writing prior to such measures being taken;
- d) loss or damage caused by cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service.

Subject to a maximum of 10% of declared scheduled location value any one occurrence and in the aggregate or GBP250,000, whichever is the lesser.

**EXTENSION 15: LOOTING POST DAMAGE:**

This Certificate is extended to cover looting as a direct consequence of physical loss or damage following an Act of Terrorism or Sabotage to Property Insured at the Insured;s premises, being the addresses stated in the Schedule..

Subject to a maximum of 10% of declared scheduled location contents value any one occurrence and in the aggregate or GBP250,000, whichever is the lesser (Property Damage only).

**EXTENSION 16: CAPITAL ADDITIONS:**

Automatic coverage shall apply to any:

- a) Increases in insured values at existing locations following a revaluation of Property Insured at such locations and/or due to any construction and/or renovation work at such locations;
- b) Additional property and/or interest of the type already insured by this Contract which may be acquired or otherwise become at the risk of the Insured during the Period of Insurance;

Provided always that:

- i) The total increase in insured values during the Period of Insurance in respect of (a) and (b) above does not exceed 10% of the total declared values in the Schedule at inception or GBP1,000,000, whichever is the lesser; and
- ii) Additional property and/or interests stated in (b) above does not relate to any property located within the Excluded Areas where shown below or within countries not covered on the schedule of insured properties declared at inception.

To be declared to insurers within 30 days of any revaluation, or the completion of any construction or renovation work.

**Excluded Areas:**

This Extension shall not apply to the following UK postcodes: E1, EC1, EC2, EC3, EC4, E14, SE1, SW1, W1, WC1, WC2, M1

**EXTENSION 17: SUPPLIERS/CUSTOMERS BUSINESS INTERRUPTION EXTENTION:**

This Certificate is extended to cover loss resulting from interruption of the business of the insured caused by physical loss or physical damage by an Act of Terrorism or Sabotage to property, otherwise excluded by this Contract, that impairs a) direct supplier(s) of goods and/or services to the Insured from rendering and/or delivering their goods and/or services, or b) direct customer(s) of goods and/or services of the Insured from accepting the goods of the insured and/or services.

The maximum liability of the insurer shall not exceed 10% of declared scheduled location business interruption value any one occurrence and in the aggregate or GBP1,000,000, whichever the lesser.

24 hour each and every occurrence deductible to apply.

**EXTENSION 18: EMERGENCY OVERNIGHT HOTEL ACCOMODATION:**

This Certificate is extended to cover the cost of an alternative accommodation in the event of a residential building or residential portion of a commercial building insured hereby being uninhabitable or access being prevented to such property upon physical damage or loss by an Act of Terrorism or Sabotage to the property.

This is to include:

The reasonable additional cost of comparable accommodation incurred by the lessee or owner for any resident including pets which normally live in the Building.

Subject to a maximum of 10% of declared scheduled location business interruption value any one occurrence and in the aggregate or GBP500,000, whichever is the lesser.

Maximum indemnity period: 7 days

**EXTENSION 19: LOSS OF METERED WATER:**

This Certificate extends to cover additional metered water charges incurred by the Insured, following physical loss or physical damage insured hereby at the Insured's premises during the Period of Insurance. The Insurer shall not be liable for any such charges incurred by the Insured in respect of any Insured Property that is unoccupied unless specifically agreed by Insurers. The basis upon which the amount payable is to be calculated shall be the amount of the water charges for the period during which the physical loss or physical damage occurs, less the charge made to the Insured for the corresponding period in the preceding year, adjusted for changes in the water suppliers' charges and for variations affecting the water consumption of the Insured during the intervening period.

Subject to a maximum of 10% of declared scheduled location value any one occurrence and in the aggregate or GBP250,000, whichever is the lesser.

**EXTENSION 20: EMERGENCY CALL OUT COSTS:**

This Certificate extends to cover temporary property repairs and assistance, parts and call-out charges in an emergency situation which occurs during the Period of Insurance following physical loss or damage to Property Insured caused by an Act of Terrorism or Sabotage.

Subject to a maximum of 10% of declared scheduled location value any one Occurrence and in the aggregate or GBP250,000 any one Occurrence and in the aggregate whichever is the lesser (applies post-event only).

**CONDITIONS APPLICABLE TO EXTENSIONS**

**1. Direct Loss or Damage:** No claim shall be payable under these Extensions unless and until a claim has been paid, or liability admitted, in respect of direct physical loss or damage to Property Insured, and/or a Verified Threat and/or Hoax under the Certificate to which this Extension is attached and which directly gives rise to a financial loss (being loss of Gross Earnings or loss of Rental Income).

This Condition shall not apply if no such payment shall have been made, or liability admitted, solely owing to the operation of a Deductible or Excess in said Certificate which excludes liability for losses below a specified amount.

**2. Values Declared (and Incorrect Declaration Penalty):** The premium for these Extensions has been based on a statement of individual values declared to and agreed by the Underwriters at the inception of this Certificate and stated in the Schedule.

The Incorrect Declaration Penalty provisions above are applicable.

**3. Resumption of Operations:** - If the Insured could reduce the loss i) resulting from the interruption of business or ii) of Rental Income,

- a) by complete or partial resumption of operation or occupation of the Property Insured, and/or
- b) by making use of Merchandise, Stock (Raw, In Process or Finished), or of any other property at the Insured's locations or elsewhere, and/or
- c) by using or increasing operations elsewhere,

then such possible reduction shall be taken into account in arriving at the amount of loss hereunder.

## **EXCLUSIONS APPLICABLE TO EXTENSIONS**

These Extensions do not insure against:-

1. an increase in loss resulting from interference at the Property Insured, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation;
2. an increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such results directly from the insured interruption of business or the insured untenability and then the Underwriters shall be liable for only such loss as affects the Insured's earnings or income during, and limited to, the Indemnity Period covered under this Certificate;
3. an increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any Property Insured hereunder;
4. loss of market or any other consequential loss.

## **LIMITATIONS APPLICABLE TO EXTENSIONS**

1. The Underwriters shall not be liable for more than the smaller of either:-
  - a) any specific Rental Income Sum Insured or business interruption Sum Insured stated in the Schedule; or,
  - b) the Total Sum Insured stated in the Schedule, where such includes Rental Income or business interruption, in respect of such loss, regardless of the number of locations suffering untenability or business interruption as a result of any one Occurrence.
2. With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, by the perils insured against, the length of time for which the Underwriters shall be liable hereunder shall not exceed:-
  - a) thirty (30) consecutive calendar days or the time required with exercise of due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or,
  - b) the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed, but not exceeding the period of twelve (12) calendar months stated in the Schedule, whichever is the greater length of time.

## **DEFINITIONS APPLICABLE TO EXTENSIONS**

1. Gross Earnings for the assessment of premium and for adjustment in the event of

loss, means

the sum of:-

- a) total net sales value of production or sales of Merchandise, and
- b) other earnings derived from the operations of the business,  
less the cost of
- c) Raw Stock from which production is derived,
- d) supplies consisting of materials consumed directly in the conversion of such Raw Stock into Finished Stock, or in supplying the services sold by the Insured,
- e) Merchandise sold including packaging materials therefore,
- f) materials and supplies consumed directly in supplying the service(s) sold by the Insured,
- g) service(s) purchased from outsiders (not employees of the Insured) for resale which do not continue under contract,
- h) the difference between the cost of production and the nett selling price of Finished Stock which has been sold but not delivered.

No other costs shall be deducted in determining Gross Earnings.

In determining Gross Earnings due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter had loss not occurred.

2. Raw Stock means material in the state in which the Insured receives it for conversion into Finished Stock.
3. Rental income for the assessment of premium and for adjustment in the event of loss means

the sum of:-

- c) the anticipated gross rental income from tenant occupancy of the Property Insured as described in the Schedule as furnished and equipped by the Insured;
- d) the amount of all charges which are the legal obligations of the tenants and which would otherwise be obligations of the Insured;

e) the fair rental value of any portion of such Property Insured which is occupied by the Insured;

In determining Rental Income due consideration shall be given to the rental experience before the date of the damage or destruction and the probable experience thereafter had no loss occurred.

4. Stock in Process means Raw Stock which has undergone any ageing, seasoning, mechanical or other process of manufacture at the Insured's premises but which has not become Finished Stock.
5. Finished Stock means Stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment or sale.
6. Merchandise means goods kept for sale by the Insured which are not the product of manufacturing operations conducted by the Insured.
7. Normal shall mean the condition that would have existed had no loss occurred.